

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

VERMONT MUTUAL INSURANCE)	
COMPANY, as Subrogee of)	
Robert and Nancy McNeil, and)	
ROBERT and NANCY MCNEIL)	
Plaintiffs,)	
)	
v.)	C. A. NO. 04 CV 12257 NG
)	
HAMILTON BEACH PROCTOR-)	
SILEX, INC.,)	
Defendant.)	

**PLAINTIFFS', VERMONT MUTUAL INSURANCE COMPANY, AS SUBROGEE OF
ROBERT AND NANCY MCNEIL AND ROBERT AND NANCY MCNEIL, EXPERT
DISCLOSURES**

Pursuant to Fed. R. Civ. P. 26(a)(2) and the Scheduling Order entered in this matter, Plaintiffs' Vermont Mutual Insurance Company as Subrogee of Robert and Nancy McNeil and Robert and Nancy McNeil ("Plaintiffs") disclose the following information regarding the expert witnesses Plaintiffs intend to call at the trial of this matter:

1. **Michael J. Rains, P.E.**
Engineering and Fire Investigations
634 State Road, Suite K
N. Dartmouth, MA 02747

A. Written Report - Plaintiffs rely upon Mr. Rains' EFI, Engineering and Fire Investigations written report dated August 16, 2002, which is appended hereto.

B. Exhibits - Plaintiffs rely upon the exhibits furnished and/or identified along with Mr. Rains' written report, in particular, a Proctor-Silex model 22430 toaster, the wall receptacle that the toaster was plugged into and the power cord.

C. Qualifications - See Mr. Rains' Curriculum Vitae, a true and accurate copy of which is appended hereto.

D. Publications - None.

E. Compensation - Mr. Rains is to be compensated for study at the rate of \$175.00 and testimony at the rate of \$200.00 per hour.

F. Prior Testimony - Mr. Rains' deposition was taken in Cresta et al v. Black & Decker U.S., Incorporated, U.S. District Court, 1:04 CV-10929-RGS.

Jeffrey K. Lowe, CFI, CFEI
Engineering and Fire Investigations
634 State Road, Suite K
N. Dartmouth, MA 02747

A. Written Report - Plaintiffs rely upon Mr. Lowe's EFI, Engineering and Fire Investigations written reports dated November 8, 2001 and January 16, 2002, which are appended hereto.

B. Exhibits - Plaintiffs rely upon the exhibits furnished and/or identified along with Mr. Lowe's written report, in particular, a Proctor-Silex model 22430 toaster, wall receptacle that the toaster was plugged into and a power cord.

C. Qualifications - See Mr. Lowe's Curriculum Vitae, a true and accurate copy of which is appended hereto.

D. Publications - None.

E. Compensation - Mr. Lowe is to be compensated for study and testimony at the rate of \$115.00.

F. Prior Testimony - See Mr. Lowe's testimony history, is appended hereto.

Robert L. Smith, Jr.
Butterworth & O'Toole, Inc.
P.O. Box 8294
Salem, MA 01971

A. Written Report - Plaintiffs rely upon the following documents from Butterworth & O'Toole, Inc., which are appended to the Plaintiffs' initial disclosure.

1. Butterworth & O'Toole, Inc. Summary of Content Loss; and
2. Butterworth & O'Toole, Inc. Building Repair Estimate.

B. Exhibits - Plaintiffs rely upon the following documents in support of Mr. Smith's opinions. All the following exhibits are attached to the Plaintiffs' initial disclosure.

1. Sworn Statement in Proof of Loss and Subrogation Agreement – Loss of Use & Loss of Rents Final Payment and ALE/Loss of Rents Worksheet;
2. Sworn Statement in Proof of Loss and Subrogation Agreement – 5% Debris Removal – Dwelling;
3. Sworn Statement in Proof of Loss and Subrogation Agreement – Unscheduled Personal Property;
4. Sworn Statement in Proof of Loss and Subrogation Agreement – Coverage A & B;
5. Summary of Interims, prepared by Seltser & Seltser;
6. Loss of Use Interim #1, prepared by Seltser & Seltser, dated November 7, 2001;
7. Loss of Use Interim # 2, prepared by Seltser & Seltser, dated February 12, 2002;
8. Loss of Use Interim #3, prepared by Seltser & Seltser, dated July 11, 2002;
9. Facsimile to Butterworth & O'Toole, Inc. from Gary Goldstein regarding Plaintiffs' loss of rents claim, dated July 11, 2002;
10. Facsimile to Butterworth & O'Toole, Inc. from Seltser & Seltser regarding partial payment for Loss of Rents portion of claim, dated February 12, 2002;
11. Facsimile to Butterworth & O'Toole, Inc. from Seltser & Seltser regarding Joe Chung Plumbing Invoice in the amount of \$47,000, dated April 4, 2002;

12. Facsimile to Butterworth & O'Toole, Inc. from Seltser & Seltser regarding Center Line Construction Co. invoice in the amount of \$11,550, dated April 4, 2002;
 13. Joe Chung Plumbing invoice in the amount of \$47,000;
 14. Center Line Construction Co. invoice in the amount of \$11,550; and
 15. White's Emergency Service Invoice, dated October 22, 2001.
 16. Invoice sent to Seltser & Seltser Public Adjusters from Sal's Clothing & Fabric Restoration, Inc., regarding inventory of clothing damage totaling \$1,509.05
- C. Qualifications - Plaintiffs will seasonably supplement its disclosure and produce Mr. Smith's Curriculum Vitae.
- D. Publications - None.
- E. Compensation - Plaintiffs will seasonably supplement the rate for Mr. Smith compensation for study and testimony.
- F. Prior Testimony - Mr. Smith's deposition was taken in the following matters:
1. Degen et. al v. Community Associates Underwriters of America, Inc.
Civil Action No.: ESCV2005-02181.
 2. Folwer, Jr. as Assignee of Glen Oak Condominium Trust v. Community Associates Underwriters of America, Inc.; Civil Action No.: MICV2003-03489.

3. Phoenix Insurance Company, et. al. v. Smith; Civil Action No.: ESCV2004-01301.

Plaintiffs,
VERMONT MUTUAL
INSURANCE COMPANY, ROBERT
MCNEIL & NANCY MCNEIL
By their attorneys,

S/ Douglas F. Hartman

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CERTIFICATE OF SERVICE

I, Douglas F. Hartman, hereby certify that on this 27th day of April, 2006, a copy of the forgoing was served upon all counsel of record by electronic filing through the United States District Court for the District of Massachusetts, ECF filing system.

S/Douglas F. Hartman

Douglas F. Hartman